

AWS Startup Architecture of the Year Contest 2020 – Mumbai Official Rules

Entrants, by participating, agree to be bound by the terms of these Official Rules, the Amazon Web Services (“AWS”) Privacy Notice located at <https://aws.amazon.com/privacy/>, the AWS Service Terms located at <http://aws.amazon.com/serviceterms>, and by our and the judges’ decisions, which are final and binding on all matters pertaining to the AWS Startup Architecture of the Year Contest 2020 – Mumbai (“Contest”).

ELIGIBILITY. Open to individuals who (1) are at least 18 years of age or at least the age of majority in their jurisdiction of residence; (2) are residents of the India; (3) are registered for the AWS Mumbai Summit 2020; (4) have an active AWS account; and (5) represent a startup, which for the purposes of this Contest is defined as an entity that has not exited (ceased activity, been acquired or received majority stake outside investment) or IPO’d, and is either self-financed or venture/accelerator backed (each, a “Participant”). Participants may not be members of any guild, union or other organization that may prohibit them from participating in this Contest and that would restrict, require due payment or otherwise have the right to oppose such participant’s participation in this Contest. Directors, officers, employees, interns, and contractors (“Personnel”) of Amazon Web Services, Inc. (“Sponsor, “we,” or “us”), their parent company, subsidiaries, affiliates, and their respective advertising, promotion and public relations agencies, representatives, and agents (collectively, “Contest Entities”), immediate families members of such Personnel (parents, siblings, children, spouses, and life partners of each) and members of the households of such Personnel (whether related or not) are ineligible to participate in this Contest.

Each Participant must be eligible to participate in this Contest and comply with these Official Rules or the Participant may be disqualified. This Contest is subject to all applicable federal, state, territorial, provincial and local laws. By participating in the Contest, all Participants unconditionally accept and agree to comply with and abide by these Official Rules and the decisions of the Sponsor which will be final and binding including the Sponsor’s right to verify eligibility, to interpret these Official Rules, and to resolve any disputes relating to this Contest at any time. Only Participants may work on their submission, without the influence of any other individuals.

The Contest and these Official Rules are void where prohibited by law, and are subject to applicable laws. Our employees, parents, affiliates and subsidiaries, and participating advertising and promotion agencies and prize suppliers/funding entities, and members of their immediate family (spouse, domestic partner, parent, child, sibling and their respective spouses, regardless of where they reside) or those living in their household, whether or not related) are not eligible. Prizes will be awarded in the name of the business, sole proprietorship, Non-Profit Entity, Government Entity, or Educational Entity that entered By the time of submission, entrants must have an AWS account (see <https://aws-portal.amazon.com/gp/aws/developer/registration/index.html>). This Contest is a skill-based contest, and as such, the winners will not be selected randomly, but on the basis of objective judging criteria (as set forth below). PARTICIPATION EXPENSES WILL NOT BE REFUNDED.

HOW TO ENTER. The entry application period begins at 8:00:00 A.M. India Standard Time (“IST”) on February, 2020, and ends at 11:59:59 P.M. (IST) on March 10, 2020 (“Entry Period”). To enter, during the Entry Period go to <https://awsstartarchitecturechallengemumbai.splashthat.com/> (the “Contest Website”) and you will be directed to complete an entry form with the following information:

1. Name and Title of point of contact
2. Startup Name
3. Use case addressed (max 256 characters)
4. Date when the architecture was put into production (system)
5. Workload description overview (max 256 characters)
6. System diagram (list of tools : <https://aws.amazon.com/architecture/icons/>)
7. Key differentiator of system, why is your startup disruptive, and why is well-architected? (max 1024 characters)

Each entry application form (collectively, the “Entry”) submitted must be in the English language and must be the original creation of the business, sole proprietorship, Non-Profit Entity, Government Entity, or Educational Entity entering the Contest. Entries that do not meet the requirements set forth in these Official Rules may be disqualified in our sole discretion. No more than one (1) Entry may be submitted by any startup. Startups may not have not exited (ceased activity, been acquired or received majority stake outside investment) or IPO’d and is either self-financed, or Venture/accelerator backed.

Entrants are responsible for all costs associated with preparing and submitting their Entries. All Entries that violate any intellectual property, local, state, provincial or federal laws, violate any entrant’s employer’s policies, or violate any of the AWS Service Terms referenced herein, will be deemed ineligible. Entries must be received no later than 11:59:59 P.M. (IST) on March 10, 2020. Sponsor’s servers and clock will be deemed the official clock for the Contest and the entrant’s proof of submission does not constitute proof of our receipt. Released Parties (as defined below) are not responsible for lost, misdirected, late, illegible, incomplete, inaccurate, delayed, garbled or unintelligible Entries. Entries will not be returned to the entrants.

JUDGING. All qualified Entries will be judged by a panel of qualified AWS judges from the AWS Solutions Architect team (the “AWS Judging Panel”). The AWS Judging Panel will judge the qualified Entries using the following judging criteria;

- Having a unique architecture that fits the criteria of the Well-Architected framework (Scalability, Availability, Performance, Cost Efficiency and Security) and is using key/strategic solutions (Containers, AI/ML, Big Data, IoT, Serverless, AR/VR) : 50%
- Having a solution with a clear business impact : 50%

The AWS Judging Panel will select ten (10) Finalists.

We reserve the right, in our sole discretion, to select fewer than ten (10) Finalists if we do not receive a minimum of seven (7) eligible and qualified Entries.

Tie Breakers. In the event there are two or more identical and equally qualified Entries, as determined by us in our sole discretion, only the first one to be submitted (as determined by us in our sole discretion) will be considered. All decisions of the judging panels and any tiebreaking judge are final and binding.

FINALIST PARTICIPATION. The ten (10) finalists will receive in-depth startup mentoring with 1:1 architecture reviews and pitch strategy review with members of the AWS Startup Business Development and Solutions Architecture Teams. Finalists will then proceed to a Final stage consisting of a 5 min pitch presentation of their project by the Finalists on the Startup Central stage of AWS Mumbai Summit 2020. There will be no Q&A. The Finalists will present their project during their pitch and the Judges will rank the teams according to the following criteria:

- Key differentiator of system architecture: 50%
- Quality of the pitch and demonstration: 50%

The **one** with the highest score(s) will be deemed the Grand Prize winner(s).

ENTRANT’S PERSONAL INFORMATION. Each Entry submitted in this Contest will be submitted directly to Sponsor’s servers located in the India. By participating in this Contest, entrants are authorizing the transfer of personal data to the India for purposes of administering the Contest, conducting publicity about the Contest and such additional purposes consistent with our goals or the Contest goals. By entering the Contest, entrants consent to our collection, and our use and disclosure of entrants’ personal information for these purposes. The data controller is Amazon Web Services, Inc., 410 Terry Avenue North, Seattle, Washington, 98109. For a copy of our Privacy Notice, visit <http://aws.amazon.com/privacy/>.

ENTRANT REPRESENTATION AND WARRANTIES. By entering, each Entrant represents and warrants that:

- (a) The Entry is original and was created solely by the business, sole proprietorship, Non-Profit Entity, Government Entity, or Educational Entity entering the Contest and will not violate the rights of any third party or law, code, regulation or ordinance, or the AWS Service Terms referenced herein;
- (b) Entrant has the full legal capacity to participate in this Contest;
- (c) Entrant is authorized to submit an entry on behalf of such business, sole proprietorship, Non-Profit Entity, Government Entity, or Educational Entity; and
- (d) Entrant is authorized to accept a prize on behalf of their business, sole proprietorship, Non-Profit Entity, Government Entity, or Educational Entity and such acceptance will not violate any applicable law, rule or regulation included those relating to ethics, gifts and gratuities.

By participating in this competition, each entrant certifies that, as applicable, they have confirmed with an appropriate ethics official that there are no federal, state, local or institutional ethics or procurement laws, regulations, or other rules that would restrict or prohibit their receipt of the free services provided as a result of this program, or would otherwise create a conflict of interest for AWS.

PRIZES: There are ten (10) prizes to be won (each a “Prize”).

Grand Prize: One (1) Prize for the winner (the “Winning Prize”) consisting of:

- Tickets for the winner and one (1) guest to AWS re:Invent (“Event”) to be held in Las Vegas, USA (“Venue”) in December 2020;
- Return economy class flights for the winner and their guest from regional airport to Las Vegas international airport;
- Five (5) nights’ accommodation on a room only basis for the winner and guest at a hotel in Las Vegas chosen at Amazon’s discretion (the “Hotel”);
- Return transfers between the winner’s home and the departure airport, the arrival airport and the Hotel, and the Hotel and Venue; and
- An invitation to participate in the Global AWS Startup Architecture of the Year Challenge to be held during the Event

Approximate Retail Value (“ARV”) of each prize: **\$1,799.00** USD.

Runner-Up Prizes: Nine (9) Prizes for the Finalists consisting of \$1,000 in AWS Promotional Credits.

GENERAL PRIZE CONDITIONS: Prizes will be delivered within **five (5)** days after the winners are announced. ALL TAXES ASSOCIATED WITH ANY PRIZE ACCEPTANCE ARE THE SOLE RESPONSIBILITY OF THE WINNERS. All prizes awarded will be inclusive of any taxes AWS is required by law to withhold as well as applicable sales, use, gross receipts, goods and service, or similar transaction based taxes (“Transaction Taxes”). IF TAXES ARE APPLICABLE TO THE PRIZE(S), IT IS THE RESPONSIBILITY OF THE WINNER TO PAY TO THE APPROPRIATE AUTHORITIES. We reserve the right to substitute a prize (or portion thereof) for an item of comparable or greater value, at our sole discretion. Prizes are awarded without warranty of any kind from us, express or implied, without limitation. PAYMENTS TO CONTEST WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THE WINNER SUBMIT TO AWS ALL DOCUMENTATION REQUESTED BY AWS TO PERMIT COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL, TAX REPORTING AND WITHHOLDING REQUIREMENTS. Contest winners are responsible for ensuring that the tax documentation submitted to AWS complies with all applicable tax laws and requirements. If a winner fails to provide the documentation or submits incomplete documentation, the prize may be forfeited and we may, in our sole discretion, select an alternate winner.

ADDITIONAL CONDITIONS OF PARTICIPATION FOR ENTRANTS AND FINALISTS. The judging panels may request additional information from the entrants as may be necessary to judge the Entry, and the entrants must respond to any requests for additional information within two (2) business days from the time the request is made. Finalists and Grand Prize winners may forfeit prizes or opportunities to proceed in the Contest if (1) we are unable to contact him/her within two (2) business days of first attempted notification, or (2) the entrant fails to respond as required within two (2) business days of the date of notification. Potential Grand Prize winners will be required to provide any additional tax filing information (such as a W-9, social security number, Federal tax ID number, or W8-BEN) within three (3) calendar days following the date of first attempted notification. Failure to comply with these deadlines or with these Official Rules may result in forfeiture of place as a Finalist or Grand Prize winner.

RIGHT OF PUBLICITY. By submitting an Entry, each entrant agrees to the publishing of his/her name, business, sole proprietorship, Non-Profit Entity, Government Entity, or Educational Entity logo, city/state/province/country on the Contest Website and inclusion in a press release and other media coverage if he/she is selected as a winner. Acceptance of prizes by winners constitutes permission for us and our affiliates, agencies and designees to use winners’ names or likenesses, city/state/ country, business, sole proprietorship, Non-Profit Entity, Government Entity, or Educational Entity names, trademarks and logos for advertising and promotional purposes relating to the Contest in any and all media now or hereafter devised, worldwide in perpetuity (or to the maximum extent permissible under applicable law), without additional compensation, notification or permission, unless prohibited by law.

LIMITATION OF LIABILITY. Each winner agrees (for himself or herself and his or her heirs) that, by accepting a prize, we, along with each of our respective parents, affiliates, subsidiaries, advertising and promotion agencies, directors, officers, employees and assigns, and all Contest judges (collectively, “Released Parties”), will have no liability, and will be held harmless by the winner for any liability, loss, injury or damage to property or person, including death, and reasonable attorney’s fees and court costs, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize or participation in the Contest, even if caused or contributed to by the negligence of any of the Released Parties. Released Parties are also not responsible for any unauthorized third party use or dispute with respect to the Submission Materials (as defined below).

TREATMENT OF ENTRY. By participating in the Contest, each entrant warrants that it has the authority to provide its Entry to AWS, and that its Entry and any other materials or information provided by it in connection with the Contest, including Entry materials (collectively, “Submission Materials”) do not infringe or misappropriate any intellectual or other property right of any other person or entity, including any patent or trade secret. Each entrant understands that his/her Submission Materials are non-confidential and may be made public, in whole or in part. By submitting an Entry, each entrant grants to us and our affiliates an irrevocable, nonexclusive, worldwide, fully paid-up, perpetual and royalty-free license to make, use, reproduce, display, publicly perform, create derivative works of all or a portion of the Submission Materials, as well as use the entrant’s name and business, sole proprietorship, Non-Profit Entity, Government Entity, or Educational Entity name, trademarks and logos, in any promotional materials produced by or for us or our affiliates. Further, each entrant, by submitting an Entry, grants to us or our affiliates an irrevocable, nonexclusive, worldwide, fully paid-up, perpetual and royalty-free license to make, use, reproduce, display, publically perform, create derivative works of, and disclose all or a portion of any Submission Materials in connection with the Contest. The foregoing grants shall be limited for a period of two (2) years for all eligible Entries; and in perpetuity for Entries submitted by the Finalists (or to the maximum extent permissible under applicable law). The entrants, by these Official Rules, do not grant any other licenses to us or our affiliates under existing or future copyrights or patents. The entrants should be guided by their own attorneys as to the desirability of seeking patents or other protection for their Entry. Each entrant acknowledges that we or our affiliates may currently or in the future be developing information, products, concepts, services, or techniques internally, or receiving information, materials (“Our Developed Materials”). Nothing in these Official Rules will be construed as a representation or agreement that we or our affiliates will not develop or have developed information, products, concepts, systems, services or techniques that are similar to or compete with the products, concepts, systems, services or techniques contemplated by or embodied in any Submission Materials. Each entrant agrees to waive any claims or action he/she has or may have in connection with Our Developed Materials.

LIMITATION OF TECHNICAL LIABILITY. Released Parties are not responsible for transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by us on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Released Parties are not responsible for injury or damage to any entrant’s or any other computer resulting from downloading any materials in connection with the Contest.

RIGHT TO TERMINATE CONTEST. We, in our sole discretion, reserve the right to terminate the Contest in the event it does not receive a minimum of **10** qualified Entries from planned eligible entrants. And, if for any reason the Contest is not capable of running as separate, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, we may, in our sole discretion, change these Official Rules or cancel, terminate, modify, or suspend the Contest. If terminated, we may select winners for the applicable Categories from all non-suspect, eligible entries received as of the termination date using the judging procedure outlined above. We may disqualify any individual found to be tampering with the entry process or the operation of the Contest or website; to be acting in violation of these Official Rules; or be acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person and void all associated entries.

CHOICE OF LAW. This promotion is governed by Indian law and is subject to all applicable federal, state, and local laws. Any and all legal actions or claims arising in connection with this promotion must be brought in a court of competent jurisdiction in India.

WINNERS’ LIST. After January 1, 2021, log onto <https://aws.amazon.com/blogs/startups/startup-architecture-of-the-year-challenge-aws/> for the names of the Contest winners.

SPONSOR. The sponsor of this Contest is Amazon Internet Services Pvt Ltd